

2023-2026 AGREEMENT FOR THE PROVISION OF A MENTAL HEALTH CLINICIAN TO MIFFLIN TOWNSHIP

This Agreement (the “Agreement”) is made and entered into as of this _____day of _____, 2023 by and between Mifflin Township (hereafter referred to as the “Township”) and the City of Gahanna (hereafter referred to as the “City”), an Ohio Municipal Corporation. The Township and City are collectively referred to herein as the “Parties.”

ARTICLE I – SCOPE OF SERVICES

The City agrees to provide services of one (1) mental health Clinician by assignment to, and under the supervision of, the Gahanna Division of Police. The Clinician will work collaboratively with the Mifflin Township Fire Department at the direction of the Trustees or designee. The Mayor or designee may approve jointly developed regulations for the implementation of this Agreement so long as such regulations are not inconsistent with this Agreement. The service of the Clinician shall be subject to such regulations, including any and all addendums as agreed upon by the Trustees or designee and the Mayor or designee. Records generated by the Clinician for work performed for the Gahanna Division of Police (e.g., offense reports, CAD entries) will be subject to the City’s records retention policies and schedules. Records generated by the Clinician for work performed for the Mifflin Township Fire Department (e.g., EMS reports) will be subject to the Township’s records retention policies and schedules.

The primary function of the Clinician will be to provide mental health services and act as a coordinating conduit to external mental health services and facilities in situations where Township and City residents and contacts by its public safety officers require such services and coordination. The Clinician will not provide individual treatment services.

ARTICLE II – TERM

This Agreement shall become effective July 1, 2023, and shall be in effect until June 30, 2026. This Agreement may be extended upon mutual written agreement between the City and the Township.

ARTICLE III – TOWNSHIP RESPONSIBILITIES

The Township shall accomplish the following:

1. Give prompt notice to the City whenever the Township observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
2. The Township shall designate the Fire Chief or designee within the Mifflin Township Fire Department as a point of contact to represent the Township on a day-to-day basis and notify the City as to who shall serve as this point of contact. The point of contact:
 - a. Shall have the ability to authorize the City to begin and terminate services.
 - b. Shall coordinate services with the City.
3. Shall monitor the Agreement to ensure full compliance with this contractual agreement.

4. The Township will provide for reasonable costs associated with the specialized training of the Clinician that the Township directs upon mutual agreement with the City's designee and any changes in services or programming initiated by the Township, which require materials to be purchased. The Fire Chief or designee shall have the right to approve any such specialized training in advance, which approval shall not be unreasonably denied.
5. The Township will provide the Clinician with dedicated workspace within 400 West Johnstown Road that is furnished with a desk and seating. The Township will provide the necessary access to the facility for the Clinician to perform the necessary duties of the position.
6. The Township will work with the appropriate subdivision lieutenant or designee regarding any special assignments in which the Clinician is needed outside of their normal duty hours (e.g., community meetings, etc.).

ARTICLE IV – CITY RESPONSIBILITIES

The City shall accomplish the following:

1. Execute the services as defined in Article I and within the designated time frame. Pursuant to this obligation, the City shall take specific actions including, but not limited to:
 - a. provides the Fire Chief with a copy of the relevant City work agreement (Unclassified Ordinance) and policies, work rules and protocols.
 - b. schedule the Clinician to normally work eight (8) hours generally within 7:00 a.m. to 5:00 p.m. Monday through Friday.
 - c. provides a substitute point of contact if the Clinician is absent unless unforeseen emergencies prevent doing so.
2. Give prompt notice to the Township whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
3. The City will provide the Township, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
4. The City will provide all labor, tools, vehicles, and materials required to perform the services as identified in this Agreement, except for those instances described above in Article III.

ARTICLE V – COMPENSATION AND PAYMENT

The City shall invoice the Township annually the sum of \$40,000 commencing on July 1, 2023, and annually thereafter concluding on July 1, 2025, for the services rendered by the Clinician. The parties will review the compensation provisions annually and, upon mutual agreement, may recommend adjustments to the cost-sharing provisions of this agreement.

ARTICLE VI – TERMINATION

Either party may, by giving a sixty (60) day written notice to the other party, terminate this Agreement prior to the end of the Agreement term. Provided such termination occurs prior to completion of the Scope of Services herein, any monies due to the City are still payable through the date of cancellation.

ARTICLE VII – INSURANCE

The City shall secure and maintain at its own expense insurance for protection from claims under Worker’s Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all City employees.

The City shall secure and maintain, at its own expense, general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

The City shall secure and maintain, at its own expense, automobile insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

The above-referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the City is carrying the above referenced insurance in at least the above specified amounts shall, upon request, be furnished to and approved by the Township prior to the start of work on the project and before the Township is obligated to make any payment to the City for the work performed under the provisions of this Agreement. The Township shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this Agreement.

ARTICLE VIII – ASSIGNMENT/TRANSFER

Unless otherwise specified herein, there shall not be any assignment and/or transfer of all or part of this Agreement without obtaining the prior written consent of the other Party.

ARTICLE IX – NOTICE

Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery, certified mail, return receipt requested or by overnight express with written receipt, addressed to the respective Parties as follows:

<p>If to the Township: Lynn Stewart, Chair Mifflin Township Board of Trustees 400 W. Johnstown Road Gahanna, Ohio 43230</p>	<p>If to City of Gahanna: Laurie Jadwin, Mayor 200 South Hamilton Road Gahanna, Ohio 43230</p>
---	---

ARTICLE X – CAPTIONS

The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

ARTICLE XI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

ARTICLE XII – THIRD PARTY BENEFICIARIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE XIII – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing signed by the Parties.

ARTICLE XIV – NO WAIVER

Nothing in this Agreement including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

ARTICLE XV – GOVERNING LAW

This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by the laws of the State of Ohio. Any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

ARTICLE XVI – VENUE

The Parties hereto hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement.

ARTICLE XVII – SEVERABILITY

If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

ARTICLE XVIII – BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of each party and their respective successors and assignees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate originals.

FOR THE CITY OF GAHANNA

FOR MIFFLIN TOWNSHIP

By: _____
Laurie Jadwin, Mayor

By: _____
Lynn Stewart, Chair

Date: _____

Date: _____

Approved as to Form:
Raymond Mularski; City Attorney

Approved as to Form:
Marc Fishel; Township General Counsel

Date: _____

Date: _____